

THIS DOES NOT
CIRCULATE

13-21

DURATION OF AGREEMENT

1. This agreement shall be effective as of 1 September 1975, and shall continue in effect until 30 June 1976. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
2. In witness thereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year above written.

LIBRARY
Institute of Management and
Labor Relations

NOV 17 1978

RUTGERS UNIVERSITY

KEANSBURG BOARD OF EDUCATION

Georgew Peetor
(President)

Batrick R. Collier
(Secretary)

KEANSBURG TEACHERS ASSOCIATION

A. P. Caballo
(President)

Robert T. Lawrence
(Secretary)

Vice-President.

Monmouth

*Duplicate
Analysis*

PREAMBLE

This Agreement entered into this 18th day of September 1975, by and between the Board of Education of Keansburg, the City of Keansburg, New Jersey, hereinafter called the "Board," and Keansburg Teacher Association, hereinafter called the "Association."

ARTICLE I, RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, but excluding: Superintendent, Board Secretary, all members of the Administrators Association.

B. DEFINITION

The term "teachers" when used hereafter in this agreement, shall refer to all professional employees represented by the association in the negotiating unit defined above.

ARTICLE II, NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Final proposals

ARTICLE II

A. DEADLINE DATE CONTINUED

shall be presented for acceptance or rejection by the Board of Education at any public meeting.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

ARTICLE III, GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest.

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE III CONTINUED

C. ADJUSTMENT OF GRIEVANCE

The employee shall present his complaint in writing to his immediate supervisor within 5 working days following the treatment, act or condition which is the basis of his complaint, and this initial complaint shall make known the full details of his grievance so that a decision can be based on total pertinent information.

The employee may appeal decision to each next higher authority in turn. The sequence shall be (starting at the lowest appropriate level): immediate supervisor, principal, superintendent, Board of Education. Prior to each appeal the employee shall inform the authority who last rendered a decision of his intention to appeal to the next higher authority. The principal shall render a written decision within five working days of receiving the complaint.

The superintendent shall review the materials submitted to him. He must discuss the issue with all involved parties present, and shall render a written decision within ten working days after receiving the file from the principal.

To carry an appeal to the Board, an employee shall submit to the Board Secretary a request, in writing within 3 days of the last rendered decision that the Board hear the matter. The President shall determine whether to schedule the appeal for an executive session or at a special meeting, either of such meeting to be no later than three weeks after the date of the written request. The employee, the principal and the superintendent shall attend. The Board shall review the case and render a written decision within two weeks from the date of the hearing. The Board Secretary shall make a copy of all the proceedings at this hearing and a copy shall be furnished, as soon as practical, to all concerned.

An employee may have a legal representative in attendance when meeting with the Board of Education.

A complete file of all proceedings will be transmitted by the administration at each state of the proceedings.

D. ARBITRATION CLAUSE

In the case of a grievance about the interpretation application or alleged violation of the Agreement, the final step shall be binding arbitration through an arbitrator selected under the rules of the American Arbitration Association. In the case of a grievance which involved the interpretation application or alleged violation of the Board's Contract or decisions of

ARTICLE III
ARBITRATION CLAUSE CONTINUED

the Administration which in either case is not in conflict with the Agreement, the determination by the Board of Education shall be final. No grievance shall be subject for arbitration without approval of 51% of the enrolled membership of the Keansburg Teachers Association.

ARTICLE IV, TEACHER RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wage, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. NOTICE OF MEETINGS

Whenever any teacher is required to appear before the Board of Education concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher shall be according to law and Title 18A, NJSA.

C. CRITICISM OF TEACHERS

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, whenever possible.

ARTICLE V, RIGHTS AND PRIVILEGES

1. The Board agrees to furnish the Association with the official minutes of the Board of Education as from time to time required.
2. The Association shall recognize that school facilities, equipment, and supplies, are the property of the people in the District with legal custodial responsibility vested in the Board of Education. Legal accountability mandates that general use of School District property be upon expressed authorization by the Board of Education, or as delegated by the Board to its administrative representatives.

ARTICLE VI, TEACHING HOURS AND TEACHING LOADS

- A. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable to every boy and girl in the school district. This includes:
 - a. Careful daily preparation.
 - b. Attendance at staff meetings.
 - c. Reasonable participation in activities of the school such as:
 1. Open houses.
 2. P.T.A. meetings.
 3. Public performances of children in plays, concerts, athletic activities or other extra-curricular activities.
- B. All teachers are entitled to a duty-free lunch period, according to state law.
- C. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending general staff, school faculty or other professional meeting five days a month. Such meetings shall begin after the student dismissal time, and shall run for no more than forty-five minutes. The limitation on number of meetings shall not apply to individual committee or study meetings period.
- D. From time to time, an association representative may speak to the teachers for a maximum of five minutes or longer if approved by the principal, after school hours.

ARTICLE VI CONTINUED

E. Teacher participation in overnight or weekend trips shall be voluntary. Field trips during the school day shall, as is feasible, be planned to terminate at school within the scope of the school day.

F. The minimum evaluations accepted each year will be three for non-tenure teachers and two for tenure teachers. More at the discretion of the immediate supervisor.

ARTICLE VII - PROMOTIONS

1. A teacher may apply for any position at any time. Such application should be in writing addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.

2. In filling a vacancy within the bargaining unit, the Board agrees to evaluate the professional background and attainments of all applicants. The decision of the Board as to the filling of such vacancies shall be final.

3. Any vacancy existing in the Keansburg school system will be posted in all schools.

ARTICLE VIII- SICK LEAVE

RULES AND REGULATIONS GOVERNING ABSENCES OF EMPLOYEES OF THE BOARD OF EDUCATION OF THE BOROUGH OF KEANSBURG

ABSENCES DUE TO PERSONAL ILLNESS:

1. In conformity with Chapter 142, P.L. 1942, full time employees shall be allowed ten days sick leave with full pay in any school year.

2. Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal illness or injury or because he or she has been excluded from school by the school doctor on

ARTICLE VIII - SICK LEAVE CONTINUED

account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

3. Days allowed for illness will accumulate making it possible for unused days of any year to be added to those already accumulated with no limit. Sick leave can be accumulated at the rate of ten days per year.

4. When absence of sick leave exceeds two consecutive school days, a physician's certificate covering the three day period of absence shall be filed in the Superintendent's office.

5. Partial sick leave will be governed by Board policy.

6. A doctors certificate may be required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.

LEAVE OF ABSENCE WITHOUT NORMAL RATE OF PAY

A leave of absence for any period not exceeding two days, other than that defined in these policies, and receiving prior approval by the Superintendent of Schools, shall be considered leave with full deduction of pay.

COMPUTATION OF SALARY DEDUCTION

Any deduction for leave of absence without pay shall be made on the following basis:

1. Ten month employees $1/200$ of the annual salary.
2. Twelve month employees $1/240$ of the annual salary.

ARTICLE IX - ABSENCE DUE TO OTHER CAUSES

The purpose of leaves of absence is to provide time for emergency needs. Leaves of absence to conduct other businesses or gainful employment and not directly related to the school program are not eligible under these policies.

1. In case of serious illness or injury of the immediate family or member of the household, no salary deduction will be made for absences not exceeding three days. These days shall not be deducted from the accumulative sick leave. Absences under this provision must be approved by the Superintendent of Schools. Definition: "immediate family" shall be understood to include: husband, wife, father, mother, child, brother, sister. "Serious illness" be defined as illness implying a sense of urgency and the immediate need of medical services.

2. An employee may be allowed a maximum of five school days absence in any one year with full pay because of death within the immediate family. These days shall not be deducted from the accumulative sick leave. Immediate family is defined to include: husband, wife, parents, sisters, brothers, sons, daughters, in-laws (parents.)

3. In case of death of a relative of the second degree, absence of one full day may be allowed with full pay. This day shall not be deducted from the accumulative sick leave. Definition: aunt, uncle, grandparents, nephew, niece, cousin, in-laws and grandchildren.

4. Personal leave is provided for three days per school year according to the following procedures.

a. One day requiring nothing more than a statement by the teacher that the day is needed for personal reasons.

b. Two days for bonafide business of a personal nature such as requires the employee's presence during working hours and which cannot be attended to at any other time, provided, however, that the Superintendent approves the day in advance. Such approved leave shall be without reduction or loss of pay.

5. Leave in late June or early September for NDEA or other approved program shall be granted without pay and only when the time involved is five days or less.

6. A doctors certificate may be required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.

ARTICLE X - INSURANCE PROTECTION

1. 750 Plan of Blue Cross, Blue Shield and Rider J is in effect. The Board of Education shall assume the full cost of Blue Cross, Blue Shield and Rider J for the employee and family or any equal plan.
2. The Board shall assume the full cost of Major Medical for the employee and family.

1975 - 1976
TEACHERS SALARY GUIDE

	BA	MA	MA 30
1.	\$9,100.	\$10,300.	\$11,100.
2.	9,400	10,600.	11,400
3.	9,900.	11,100.	11,900.
4.	10,400.	11,600.	12,400.
5.	10,900.	12,100.	12,900.
6.	11,400.	12,600.	13,400.
7.	11,900.	13,100.	13,900.
8.	12,400.	13,600.	14,400.
9.	13,000.	14,200.	15,000.
10.	13,600.	14,800.	15,600.
11.	14,200.	14,400.	16,200.
12.	14,800.	16,000.	16,800.
13.	15,400.	16,600.	17,400.
14.	16,000.	17,200.	18,000.
16.	16,400.	17,600.	18,400.
25.	16,800.	18,000.	18,800.

CUSTODIANS

Custodians will receive a 7.5% increase over their 1974-1975 salaries.